

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF PUERTO RICO**

IN RE:

VICTOR M MERCED DE LA PAZ
MINERVA AQUINO KERCADO

Debtor(s)

Firstbank Puerto Rico

Movant

VICTOR M MERCED DE LA PAZ
MINERVA AQUINO KERCADO
and Chapter 13 Trustee,
ALEJANDRO OLIVERAS RIVERA

Respondent(s)

CASE NO. 10-05591 BKT

CHAPTER 13

11 USC 362 d(1) d(2)

Relief from stay for cause

MOTION FOR RELIEF FROM STAY

TO THE HONORABLE COURT:

Comes now, Firstbank Puerto Rico, secured creditor, represented by the undersigned attorney who respectfully pray and state as follows:

1. Jurisdiction over subject matter is predicated on section, 1334 and 157(b) 2(G), 28 USC.
2. The cause of action is based on section 362 d(1) and d(2), 11 USC.
3. In this case, an Order for Relief was entered on June 24, 2010.
4. Movant is the holder in due course of a Mortgage Note, hereinafter the (Note), for \$35,000.00, bearing interest of 9.25%, due on June 01, 2021.
5. Since the filing date, debtor account has accumulated **Post Petition** arrears as described in Exhibit (A) of this motion, Verified Statement in compliance with LBR 4001-1(d)(3) **and any other arrears that continue to accrued up to the date all post petitions arrears are paid.**

6. Movant argues that considering what is here in above stated, cause exists for granting relief from the stay pursuant to section 362 d(1) d(2), supra, since debtor has failed to make post petition payments accordingly.

Included as Exhibit (B), is movant Verified Statement regarding the information required by the Service Member Civil Relief Act of 2003 and a Department of Defense Manpower Data Center Military Status Report.

7. Said default deprive movant to have its security interest protected as provided under the Bankruptcy Code.

WHEREFORE, movant prays for an Order granting the Relief from Stay as requested.

CERTIFICATE OF ELECTRONIC FILING AND SERVICE

I hereby certify that on this date copy of this motion has been electronically filed with the Clerk of the Court using the CM/ECF system which will sent notification of such filing to debtor(s) attorney and to ALEJANDRO OLIVERAS RIVERA, US Chapter 13 Trustee, and also certify that I have mailed by United State Postal Service copy of this motion to the following non CM/ECF participant to debtor(s) at theirs address of record in this case.

In San Juan, Puerto Rico, on the *7th* day of *January*, 2011.

CARDONA JIMENEZ LAW OFFICES, PSC

Attorney for Firstbank Puerto Rico

PO Box 9023593

San Juan, PR 00902-3593

Tels: (787) 724-1303, Fax No. (787) 724-1369

E-mail: jf@cardonalaw.com

s/José F. Cardona Jiménez, USDC PR 124504

jf@cardonalaw.com





REQUEST FOR DISMISSAL

ATTORNEY CARDONA & JIMENEZ

Loan Number 200887

Debtor VICTOR MERCED-DELAPAZ

Co-Debtor MINERVA AQUINO-MERCADO

BKR # 10-05591 CHPT 13 DATE FILED 6/24/2010

Payments due 10 Pre-pet 6 Post-pet 4

Due Date Principal Balance

Post- Petition arrears:

4 Months at \$ 360.22 \$ 1,440.88

Months at \$ -

Late Charges at \$ 108.06

Legal Cost \$ 400.00

Foreclosure Fees \$ -

Inspections \$ 25.00

Bad Chek Fee \$ -

Other Charges \$ -

TOTAL \$ 1,973.94

All reinstatement payments must be made up to the current month, including legal fees & late charges

Verified Declaration

I, the undersigned, declare under penalty of perjury that the amounts claimed by Movant in the foregoing Request for Dismissal, represents accurately the information kept in accounting books and records kept by Movant in the ordinary course of business. I further declare under penalty that I have read the foregoing Motion from the Automatic Stay and that the facts alleged are true and correct to the best of my knowledge.

Name BANKRUPTCY OFFICER

This Request for Dismissal was prepared This 13 day of January of 2011



Todo está en uno


***UNSWORN STATEMENT
UNDER PENALTY OF PERJURY***

The undersigned hereby certifies the following under penalty of perjury:

Debtor (s) Victor Merced De La Paz / Minerva Aquino Mercado

- Loan Number: 200887
- Principal balance: \$ 30,157.79
- Monthly late charges: \$ 18.01
- Pre-petition arrears and other charges: \$ 3,389.63
- Post-petition arrears: \$ 1,973.94
- Other charges: \$
- Last post-petition installment was received on 11/12/10 applied to 09/01/10
- No post-petition payments have been made.
- Present value interest compounded at 9.25000%, per annum.

This 13 day of January of 2011.


Name: Juan A Benitez
Title: Bankruptcy Officer

IN RE: 200887

Victor Merced De La Paz

Minerva Aquino Mercado

Q#10-05591

Debtor(s)

CHAPTER: 13

VERIFIED STATEMENT

I, Juan A Benitez of legal age Single resident of

San Juan, Puerto Rico, state under penalty of perjury as follows;

That as to this date January 13, 2011 by search and review of the records

kept by FirstBank in the regular course of business in regard to debtor

account with this bank there is no information that will lead the undersign to belief that

debtor is a service member either on active duty or under a call to active duty, in the


National Guard or as a commission officer of the Public Health Services or the National

Oceanic and Atmospheric Administration (NOAA) in active duty.

The bank has not received any written notice from debtor that his military status has change.

That as part of my search I examined the following documents or records
available to me.

In testimony, wherefore I sign this document under penalty of perjury in San
Juan, Puerto Rico on ____January 13____ 2011.



Bankruptcy Clerk

Department of Defense Manpower Data Center

Jan-19-2011 10:27:55



Military Status Report
Pursuant to the Service Members Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Active Duty End Date	Service Agency
MERCED	VICTOR M	Based on the information you have furnished, the DMDC does not possess any information indicating the individual status.			

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard).

Mary M. Snavelly-Dixon

Mary M. Snavelly-Dixon, Director
Department of Defense - Manpower Data Center
1600 Wilson Blvd., Suite 400
Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Service Members Civil Relief Act (50 USC App. §§ 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service via the "defenselink.mil" URL <http://www.defenselink.mil/faq/pis/PC09SLDR.html>. If you have evidence the person is on active duty and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. §521(c).

If you obtain additional information about the person (e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects **active duty status** including date the individual was last on active duty, if it was within the preceding 367 days. For historical information, please contact the Service SCRA points-of-contact.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d)(1) for a period of more than 30 consecutive days. In the case of a member of the National Guard, includes service under a call to active service authorized by the President or the Secretary of Defense for a period of more than 30 consecutive days under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy TARs, Marine Corps ARs and Coast Guard RPAs. Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps) for a period of more than 30 consecutive days.

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate.

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of SCRA extend beyond the last dates of active duty.

Those who would rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected.

WARNING: This certificate was provided based on a name and SSN provided by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.
Report ID:8INOFD95KS

Department of Defense Manpower Data Center

Jan-19-2011 10:28:44



Military Status Report
Pursuant to the Service Members Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Active Duty End Date	Service Agency
AQUINO	MINERVA	Based on the information you have furnished, the DMDC does not possess any information indicating the individual status.			

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard).

Mary M. Snavelly-Dixon

Mary M. Snavelly-Dixon, Director
Department of Defense - Manpower Data Center
1600 Wilson Blvd., Suite 400
Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Service Members Civil Relief Act (50 USC App. §§ 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service via the "defenseink.mil" URL <http://www.defenselink.mil/faq/pis/PC09SLDR.html>. If you have evidence the person is on active duty and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. §521(c).

If you obtain additional information about the person (e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects **active duty status** including date the individual was last on active duty, if it was within the preceding 367 days. For historical information, please contact the Service SCRA points-of-contact.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d)(1) for a period of more than 30 consecutive days. In the case of a member of the National Guard, includes service under a call to active service authorized by the President or the Secretary of Defense for a period of more than 30 consecutive days under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy TARs, Marine Corps ARs and Coast Guard RPAs. Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps) for a period of more than 30 consecutive days.

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate.

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of SCRA extend beyond the last dates of active duty.

Those who would rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected.

WARNING: This certificate was provided based on a name and SSN provided by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.
Report ID:7GGPSLSTOJ



LORD TITLE SERVICE CO.

713 ANDALUCIA AVENUE PUERTO NUEVO
SAN JUAN, PUERTO RICO 00920
WWW.LORDTITLE.COM

PHONE: (787) 774-1660
FAX: (787) 782-3888
TSEARCH@LORDTITLE.COM

Notice:

CASE: CARDONA JIMENEZ LAW OFFICES

Bianca Bankruptcy #10-05591

RE: VICTOR MERCED

Firstbank #200887

PROPERTY NUMBER: #3576 recorded at page 201 of volume 96 of Río Piedras Sur, Property Registry of San Juan, section 4th.

DESCRIPTION: URBANA: Solar radicado en el Barrio Cupey de Río Piedras, del término municipal de San Juan, Puerto Rico, marcado con el #7 del bloque A de la Urbanización Cupey Gardens, con una cabida de 326.37 metros cuadrados. En colindancias por el NORTE, con el solar #8 del bloque A en una longitud de 24.72 metros; por el SUR, con el solar #6 del bloque A en una longitud de 24.73 metros; por el ESTE, con la calle #3 en 13.20 metros; y por el OESTE, con terrenos propiedad de Asilo de Desamparados en una longitud de 13.20 metros.

Enclava edificación.

ORIGIN: Main Property #1211 recorded at page 35 of volume 31 of Río Piedras Sur in favor of Urbanización Apriore Inc.

FEE SIMPLE: Title is vested in favor of VICTOR MANUEL MERCED DE LA PAZ and his wife MINERVA MERCED AQUINO who acquired for the purchase price of \$22,675.96 from José Asad and his wife Josefa E. Matos, pursuant to Deed #17 executed in San Juan on November 25, 1979 before Notary Public Adolfo García Rodríguez, recorded at page 202vto. of volume 96 of Río Piedras Sur, property #3576 and inscription 3rd.

ENCUMBRANCES: By its origin: Easement in favor of AFF, PRTC and Restrictive Conditions.

BY ITSELF: Mortgage constituted by VICTOR MANUEL MERCED DE LA PAZ and his wife MINERVA MERCED AQUINO guaranteeing a note in favor of Doral Mortgage and/or its assigns for the amount of \$111,700.00 at 7.625% interest yearly, due at February 1, 2034, constituted pursuant to Deed #10 executed in San Juan on January 26, 2004 before Notary Public Alexandra M. Serracante Cadilla recorded at page 133 of volume 658 of Río Piedras Sur, property #3576, Inscription 11th.

Mortgage constituted by VICTOR MANUEL MERCED DE LA PAZ and his wife MINERVA MERCED AQUINO guaranteeing a note in favor of First Bank of PR and/or its assigns for the amount of \$35,000.00 at 9.250% interest yearly, due at June 1, 2021, constituted pursuant to Deed #132 executed in San Juan on May 31, 2006 before Notary Public Teresa Jiménez Meléndez recorded at page 133 of volume 658 (Agora) of Río Piedras Sur, property #3576, Inscription 12th.

Lawsuit dated on June 2, 2010 in The First Trial Court, San Juan Court Room, civil case KCD10-1998 by Doral Bank vs. Victor Manuel Mercede De La Paz and his wife Minerva Merced Aquino recorded at page 133 of volume 658 (Agora), Annotation A and last on July 15, 2010.

CONTINUE.....

THIS IS NOT A TITLE INSURANCE POLICY AND SHOULD NOT BE RELIED UPON AS SUCH.
LORD TITLE SERVICE CO. IS A TITLE INSURANCE COMPANY.
FOR FULL PROTECTION, POLICIES AND ENDORSEMENTS SHOULD BE OBTAINED FROM A TITLE INSURANCE POLICY.



LORD TITLE SERVICE CO.

713 ANDALUCIA AVENUE PUERTO NUEVO
SAN JUAN, PUERTO RICO 00920
WWW.LORDTITLE.COM

PHONE: (787) 774-1660
FAX: (787) 782-5883
TSEARCH@LORDTITLE.COM

Notice:

PAGE 2
PROPERTY #3576 OF RIO PIEDRAS SUR

NOTE: NEW INFORMATION SUBMITTED TO THE PROPERTY REGISTRY, MAY TAKE A FEW DAYS TO BE REFLECTED INTO THE AGORA ELECTRONIC SYSTEM. WE ARE NOT LIABLE FOR ERRORS AND / OR OMISSIONS CREATED BY THIS SITUATION.

Run for states attachments, including Law #12 of 2010 and federal attachments, judgments and Electronic Daily Log up to entry of book (Agora System).

July 30, 2010

1007-0524


NOEL A. HERNANDEZ GUZMAN
PRESIDENT

27-F

THIS IS NOT A TITLE INSURANCE POLICY AND SHALL NOT BE RELIED UPON AS SUCH
LIABILITY FOR THIS TITLE SEARCHES LIMITED TO THE AMOUNT PAID FOR IT
FOR FULL PROTECTION PURCHASERS AND LENDERS SHOULD REQUIRE A TITLE INSURANCE POLICY

NOTE

PAGARE

Certify that this is a true
and simple copy of the original
Mortgage Note.

San Juan, Puerto Rico
May 31, 2006

US \$35,000.00

NOTARY PUBLIC

— FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay FIRSTBANK PUERTO RICO —
— POR VALOR RECIBIDO, el(los) suscriptor(es) ("Deudor") promete(n) pagar a FIRSTBANK PUERTO RICO —

or order the principal sum of THIRTY FIVE THOUSAND DOLLARS —
o a su orden la suma principal de TREINTA Y CINCO MIL DOLARES —

(\$35,000.00) — Dollars, with interest on the unpaid —
(\$35,000.00) — Dólares, con intereses sobre el balance —

principal balance from the date of this Note, until paid, at the rate of Nine point Two Five Zero (9.250%) —
insoluto de principal desde la fecha de este Pagare hasta su pago a razón de Nueve punto Dos Cinco Cero (9.250%) —

percent per annum. Principal and interest shall be payable at San Juan, Puerto Rico, or such other place as
por ciento anual. El principal e intereses pagaderos en San Juan, Puerto Rico, o en cualquier otro lugar que

the Note holder may designate in writing, in consecutive monthly installments of THREE HUNDRED SIXTY DOLLARS —
el tenedor de este Pagare indique por escrito, en plazos mensuales y consecutivos de TRESCIENTOS SESENTA DOLARES —

AND TWENTY TWO CENTS —
CON VEINTIDOS CENTAVOS —

Dollars (US\$ 360.22 —), on the first day of each month beginning the first of July, 2006 until the —
Dólares (US\$ 360.22 —), en el primer día de cada mes comenzando el 1ero de julio de 2006 hasta que —

entire indebtedness evidenced hereby is fully paid, except that any remaining indebtedness if not sooner paid, shall be due and payable
se pague totalmente la deuda evidenciada por el presente, excepto que la deuda restante, si no antes pagada quedará vencida y pagadero —

on the first day of June, 2021. —
el día primero de junio de 2021. —

— If any monthly installment under this Note is not paid when due and remains unpaid after a date specified by a notice to Borrower, —
— Si cualquier plazo mensual bajo este Pagare no es pagado cuando vence y permanece impagado luego de la fecha especificada en la notificación al Deudor, —

the entire principal amount outstanding and accrued interest thereon shall at once become due and payable at the option of
la suma total de principal pendiente de pago e intereses acumulados sobre la misma quedarán inmediatamente vencidos y pagaderos a opción del —

Note holder. The date specified shall not be less than thirty days from the date such notice is mailed. The Note holder
tenedor de este Pagare. La fecha especificada no será anterior a treinta días a partir de la fecha de envío por correo de dicha notificación. El tenedor de este Pagare

may exercise this option to accelerate during any default by Borrower regardless of any prior forbearance. If suit is brought
podrá ejercitar esta opción de aceleración durante cualquier incumplimiento del Deudor, no empuje cualquier indulgencia de morosidad anterior. De no ser así —

to collect this Note, the Note holder shall be entitled to collect in such proceeding the agreed and liquidated amount of ten —
procedimiento judicial para el cobro de este Pagare, el tenedor de este Pagare tendrá derecho a cobrar en dicho procedimiento la suma pactada y líquida de diez

percent of the original principal amount hereof to cover costs and expenses of suit, including but not limited to, attorney's fees.
por ciento de la suma original principal del presente para cubrir los costos y gastos de dicho procedimiento, incluyendo sin implicar limitación, honorarios de abogados.

— Borrower shall pay to the Note holder a late charge of five percent of any monthly installment not received by the Note —
— El Deudor pagará al tenedor de este Pagare un cargo por pago atrasado de cinco por ciento de cualquier plazo mensual que no sea recibido por el tenedor de este

holder within Fifteen days after the installment is due. Borrower may prepay the principal amount outstanding in whole or in part.
Pagare dentro de Quince días después de la fecha de vencimiento de dicho plazo. El Deudor podrá pagar por anticipado la totalidad del balance insoluto de —

The Note holder may require that any partial prepayments (i) be made on the date monthly installments are due and (ii) be in
principal. El tenedor de este Pagare podrá requerir que cualesquiera pagos parciales (i) sean hechos en la fecha en que vencen plazos mensuales y (ii) sean en la

the amount of that part of one or more monthly installments which would be applicable to principal. Any partial prepayment shall
la cantidad de aquella parte de uno o más plazos mensuales que sería aplicable a principal. Cualquier pago parcial por —

be applied against the principal amount outstanding and shall not postpone the due date of any subsequent monthly installments or —
anticipado será aplicado contra el principal insoluto y no pospondrá la fecha de vencimiento de cualquier plazo mensual subsecuente —

change the amount of such installments, unless the Note holder shall otherwise agree in writing. —
ni cambiará el monto de dichos plazos a menos que el tenedor de este Pagare acuerde lo contrario por escrito. —

— If within five years from the date of this Note, the undersigned makes any prepayments in any twelve month period beginning with —
— Si dentro de cinco años desde la fecha de este Pagare, los suscritores hacen cualquier pago anticipado en cualquier período de doce meses consecutivos con —

the date of this Note or anniversary dates thereof ("loan year") with money lent to the undersigned by a lender other than the holder —
la fecha de este Pagare o la de sus aniversarios ("año del préstamo") con dinero prestado a los suscritores por un prestador que no sea el tenedor

hereof, the undersigned shall pay the holder hereof (a) during the first year of the loan three per cent of the amount by which the
del presente, los suscritores pagarán al tenedor del presente (a) durante el primer año del préstamo el tres (3) por ciento de la cantidad por

sum of prepayments made in any such loan year exceeds twenty percent of the original principal amount of this note and (b) during —
la cual el total de los pagos anticipados hechos en cualquier año exceda el veinte por ciento de la cantidad original del principal de este pagaré y (b) durante

the second and third loan year two per cent of the amount by which the sum of prepayments made in any such loan year exceeds —
el segundo y tercer año del Préstamo, dos (2) por ciento de la cantidad por la cual el total de los pagos anticipados hechos en ese tiempo exceda

twenty percent of the original principal amount of this NOTE, (c) DURING THE FOURTH AND FIFTH LOAN YEAR, one per cent of —
veinte por ciento de la cantidad original del principal de este Pagaré, (c) durante el cuarto y quinto año del préstamo un (1) por ciento

the amount by which the sum of prepayment made in any such loan year exceeds twenty per cent of the original principal amount —
de la cantidad por la cual el total de los pagos anticipados exceda el veinte por ciento de la cantidad original del principal

of this Note. —
de este Pagaré.

— The above prepayment penalty will not be enforced if this Note is sold by the holder hereof to The Federal —
— La anterior penalidad por prepago no podrá ser ejercitada si este Pagaré es vendido por el tenedor de este Pagaré a la "Federal

Home Loan Mortgage Corporation (FREDDIE-MAC), or the Federal National Mortgage Association (FANNIE-MAE). —
Home Loan Mortgage Corporation" (FREDDIE-MAC), o a la "Federal National Mortgage Association" (FANNIE-MAE).

— Presentment, notice of dishonor and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. —
— Por la presente se renuncian a todos los derechos de presentación, aviso de rechazo, y protesto por todos los otorgantes, fiadores, garantizadores y endosantes del presente.

This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding —
Este Pagaré constituye obligación solidaria de todos sus otorgantes, fiadores, garantizadores y endosantes y les obliga, así

upon them and their heirs, personal representatives, successors and assigns. —
como a sus herederos, representantes personales, sucesores y cesionarios.

— Any notice to Borrower provided for in this Note shall be given by mailing such notice by certified mail addressed to Borrower at —
— Cualquier notificación al Deudor dispuesta en este Pagaré deberá ser enviada por correo certificado dirigido al Deudor a

the Property Address stated below, or to such other address as Borrower may designate by notice to the Note holder. Any notice —
la Dirección de la Propiedad que abajo se indica o a cualquier otra dirección que el Deudor designe mediante notificación al tenedor de este Pagaré. Cualquier notificación

to the Note holder shall be given by mailing such notice by certified mail, return receipt requested, to the Note holder at the address —
al tenedor de este Pagaré deberá ser enviada por correo certificado, con acuse de recibo, al tenedor de este Pagaré a la dirección

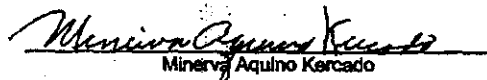
stated in the first paragraph of this Note, or at such other address as may have been designated by notice to Borrower. —
Indicada en el primer párrafo de este Pagaré, o a cualquier otra dirección que se haya designado mediante notificación al Deudor.

The indebtedness evidenced by this Note is secured by a Mortgage, dated of even date herewith, on property as indicated in —
La deuda evidenciada por este Pagaré está garantizada por una Hipoteca, de fecha igual a la del presente, sobre propiedad según indicada en

Deed number 132 before the subscribing Notary. —
la Escritura número 132 ante el Notario suscribiente.


Victor Merced de la Paz

Urb. Cupey Gardens
7-A Calle 3
San Juan, PR 00926


Minerva Aquino Kercado

Affidavit Number: 15,152 -----

(Execute Original Only)
(Otróguese el original únicamente)

— Acknowledged and subscribed before me in San Juan, Puerto Rico, this 31th. day of May, 2006, by the above signatories, of the personal circumstances contained in the Mortgage deed hereinbefore described, whom I have identified as expressed also in said deed. —




Notary Public
Notario Público

— Prepayment penalty as above explained, will not be executed if Mortgage is sold to The Federal Home Loan Mortgage Corporation (FREDDIE-MAC), or Federal National Mortgage Association (FANNIE-MAE). —

----- NUMERO CIENTO TREINTA Y DOS -----

----- SECOND MORTGAGE -----

----- SEGUNDA HIPOTECA -----

-----In the city of San Juan -----
Puerto Rico, this thirty first day of May, two thousand six (2006)

-----En la ciudad de San Juan ----- Puerto Rico, hoy día
treinta y uno (31) de mayo de
dos mil seis (2006) -----

----- BEFORE ME -----

----- TERESA JIMENEZ MELENDEZ -----, Notary
Public in and for the Commonwealth of Puerto Rico, with residence in the
city of San Juan -----, Puerto Rico, and
with offices in San Juan -----, Puerto Rico, -----

----- ANTE MI -----

----- TERESA JIMENEZ MELENDEZ -----, Notario
Público en y para el Estado Libre Asociado de Puerto Rico, con
residencia en la ciudad de San Juan -----, Puerto
Rico, y con oficinas en San Juan -----, Puerto Rico. -----

----- APPEAR -----

-----The person(s) named in Part SEVENTH (hereinafter "Borrower").-----

-----I, the Notary Public, give faith that I personally know the parties
appearing herein, except as I may have otherwise clarified in the
"ACCEPTANCE" section of this Security Instrument, and, through their
statements, as to their ages, civil status, occupations and residences, who
assure me that they have, and in my judgment they do have, the legal
capacity to execute this deed, wherefore, they freely -----

----- COMPARECEN -----

-----La(s) persona(s) mencionada(s) en la Parte SÉPTIMA (en adelante el
"Deudor").-----

-----Yo, el Notario Público, doy fe de que conozco personalmente a los
comparecientes, a menos que haya aclarado lo contrario en la sección de
"ACEPTACIÓN" de esta Hipoteca, y, por sus dichos, de sus edades,
estado civil, ocupaciones y residencias, quienes me aseguran tener, y a mi
juicio tienen, la capacidad legal necesaria para otorgar esta escritura,
por lo que libremente -----

----- STATE AND COVENANT -----

----- DECLARAN Y CONVIENEN -----

-----FIRST: DEFINITIONS: Words used in multiple sections of this
document are defined below and other words are defined in Sections 3, 11,
13, 18, 20 and 21 of Part FOURTH. Certain rules regarding the usage of
words used in this document are also provided in Section 16 of Part
FOURTH.-----

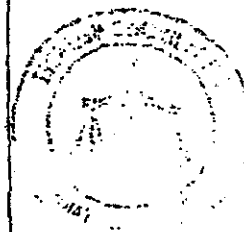
-----PRIMERA: DEFINICIONES: Palabras usadas en varias secciones
de este documento se definen más adelante y otras palabras se definen en



—FIFTH: THE PROPERTY. The description of the Property is:—
—QUINTA: LA PROPIEDAD. La descripción de la Propiedad es:—

--- URBANA: Solar radicado en el Barrio Cupey de Río Piedras, término municipal de San Juan, Puerto Rico, marcado con el número siete (7) del bloque "A" de la Urbanización Cupey Gardens, con una cabida de TRESCIENTOS VEINTISEIS METROS CUADRADOS CON TREINTA Y SIETE CENTÍMETROS CUADRADOS (326.37 m.c.). En colindancias por el NORTE, con el solar número ocho (8) del bloque "A", en una longitud de veinticuatro metros setenta y dos centímetros (24.72 m.); por el SUR, con el solar número seis (6) del bloque "A", en una longitud de veinticuatro metros setenta y tres centímetros (24.73 m.) ; por el ESTE, con la calle número tres (3) en una longitud de trece metros veinte centímetros (13.20 m.) y por el OESTE, con terrenos propiedad de Asilo de Desamparados, en una longitud de trece metros veinte centímetros (13.20 m.).

— Enclava edificación.



—SIXTH: The Property is recorded as follows, and any liens and encumbrances of record are listed below: —

—SEXTA: La Propiedad está inscrita como sigue, y las cargas y gravámenes que surgen del Registro se indican a continuación: —

— Inscrita al folio doscientos uno (201) del tomo noventa y seis (96) de Río Piedras Sur, Registro de la Propiedad de San Juan, Sección Cuarta, finca número tres mil quinientos setenta y seis (3,576). —

— Por su procedencia está afecta a servidumbre a favor de Autoridad de Fuentes Fluviales; servidumbre a favor de Puerto Rico Telephone Company; y a condiciones restrictivas. —

— Por si está afecta a hipoteca en garantía de un pagaré a favor de Doral Mortgage Corporation, por la suma principal de CIENTO ONCE MIL SETECIENTOS DOLARES (\$111,700.00), vencadero el primero (1ero) de febrero de dos mil treinta y cuatro (2034), constituida mediante la escritura número diez (10), otorgada en San Juan, Puerto Rico, el veintiseis (26) de enero del dos mil cuatro (2004) ante la Notario Alexandra M. Serracante Cadilla. —

M. A. K.



SEVENTH: BORROWER. The Borrower is (are):
SÉPTIMA: DEUDOR: El Deudor es (son):

Don VICTOR MERCED DE LA PAZ, Seguro Social Número
Quinientos Ochenta y Dos guión Treinta y Cuatro guión Nueve Mil
Ochocientos Sesenta y Tres y Doña MINERVA
AQUINO KERCADO, Seguro Social Número Quinientos Ochenta
guión Ochenta guión Tres Mil Cuatrocientos Dos
mayores de edad, casados entre sí, propietarios y vecinos de San Juan,
Puerto Rico.

—EIGHTH: LENDER The Lender to whose order the Note has been issued and delivered is: —

—OCTAVA: PRESTADOR El Prestador a la orden de quien el Pagaré se ha emitido y entregado es: —

FIRSTBANK PUERTO RICO. —

—Lender's address is: —

—La dirección del Prestador es: —

PO Box 9146, San Juan, Puerto Rico 00908-0146. —

or such other address as Lender may indicate in writing. —

u otra dirección que el Prestador indique por escrito. —

WARNINGS

—The Notary Public certifies that he or she has advised the Lender and the Borrower that, if the Property is subject to one or more liens that enjoy prior rank over this Security Instrument, the Lender will retain from the proceeds of the Loan a sum sufficient to pay and cancel said liens. The Lender, by the disbursement of funds evidenced by the Note, has agreed to remit payment thereof to the holders of such liens within five (5) working days following the execution of this Security Instrument, in order to secure the cancellation of such liens; although there is no absolute guaranty that said cancellation will be performed. The Borrower has the right to require that such liens be cancelled concurrently with the execution of this Security Instrument, but is advised that, as in most cases, promissory notes secured by mortgages may not be available for cancellation at this time. These warnings having been made, the Borrower hereby waives the right to require that said liens be cancelled concurrently with the execution of this Security Instrument.

ADVERTENCIAS

—El Notario Público certifica que ha advertido al Prestador y al Deudor que de estar la Propiedad afecta a uno o más gravámenes de rango superior a esta Hipoteca, el Prestador retendrá del producto del Préstamo la suma suficiente para cancelarlos. El Prestador, mediante el desembolso de los fondos evidenciados por el Pagaré, ha acordado remitir pago de los mismos a los tenedores de dichos gravámenes dentro de cinco (5) días laborables luego del otorgamiento de esta Hipoteca, con el fin de asegurarse de la cancelación de los mismos; no obstante, no hay garantía absoluta que se lleve a cabo dicha cancelación. El Deudor tiene derecho a requerir que se cancelen dichos gravámenes concurrentemente con la constitución de esta Hipoteca, pero se le advierte que, como en la mayoría de los casos, los pagarés garantizados por hipotecas pueden no estar disponibles para cancelación en este momento. Habiéndose hecho estas advertencias, el Deudor por la presente renuncia a su derecho de requerir que dichos gravámenes se cancelen concurrentemente con la



constitución de esta Hipoteca.

—If the Borrower has the right under Applicable Law to rescind this transaction, then the Lender will not disburse any of the proceeds of the Loan until the rescission period has expired, or until the Borrower waives said rescission right as provided by Applicable Law.

—Si la Ley Aplicable concede al Deudor el derecho a rescindir esta transacción, entonces el Prestador no desembolsará ningún producto del Préstamo hasta que haya expirado el periodo de rescisión, o hasta que el Deudor renuncie dicho derecho de rescisión en la forma que manda la Ley Aplicable.

ACCEPTANCE

—The appearing parties accept this deed in its entirety and I, the Notary Public, made to the appearing parties the necessary legal warnings concerning the execution of the same. I, the Notary Public, advised the appearing parties as to their right to have witnesses present at this execution, which they waived. The appearing parties, having read this deed in its entirety, fully ratify and confirm the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions. Whereupon the appearing parties sign this deed, before me, the Notary Public, and sign their initials on each and every page of this deed.

ACEPTACIÓN

— Los comparecientes aceptan esta escritura en su totalidad, y yo, el Notario Público, hice a los comparecientes las advertencias legales pertinentes relativas a este otorgamiento. Yo, el Notario Público, advertí a las partes comparecientes de su derecho a tener testigos presentes en este otorgamiento, al cual derecho renunciaron. Habiendo los comparecientes leído esta escritura en su totalidad, la ratifican totalmente y confirman que las declaraciones contenidas en la misma reflejan fiel y exactamente sus estipulaciones, términos y condiciones. En virtud de lo cual, los comparecientes firman esta escritura ante mí, el Notario Público, y fijan sus iniciales en cada uno de los folios de esta escritura.

— Because he or she does not know the Borrower personally, the Notary Public hereby clarifies and certifies that he or she has identified the following named parties according to the requirements established by Article Seventeen (C) [17(C)] of the Notarial Law of Puerto Rico, who presented the following identifications that contain their signatures and photographs.

— Por no conocer personalmente al Deudor, en este acto el Notario Público aclara y hace constar que identificó a los siguientes comparecientes de acuerdo a los requisitos establecidos por el Artículo Diecisiete (C) [17(C)] de la Ley Notarial de Puerto Rico, quienes presentaron las siguientes identificaciones que contienen sus firmas y retratos,
digo, a quienes doy fe de conocer personalmente.



---I, the Notary Public, do hereby certify and give faith as to everything stated and contained in this instrument.---

---Yo, el Notario Público, por la presente certifico y doy fe de todo lo declarado y contenido en este instrumento.---

---En esta etapa del otorgamiento se aclara que el nombre correcto del Deudor hipotecante es VICTOR MANUEL MERCED DE LA PAZ también conocido como VICTOR MERCED DE LA PAZ. YO, LA NOTARIO REPITO LA FE. ---

M.A.K. Minerva Aguirre Kaurde

[Signature]

--- I certify that this is a true and simple copy of the original in my protocol for the current year and of another copy to be filed for record at the corresponding Registry of Property of Puerto Rico. ---

Notary Public *[Signature]*

